



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 30, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 NOVEMBER 30, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**LANDSCAPE AND MEDIAN MAINTENANCE SERVICES  
FOR EAST COUNTY MEDIANS - AMENDMENT 4 TO CONTRACT NO. 76403  
IN THE UNINCORPORATED COUNTY AREA OF HACIENDA HEIGHTS  
(SUPERVISORIAL DISTRICTS 1, 4, AND 5) (3 VOTES)**

### **SUBJECT**

This action is to expand the service area for landscape and grounds maintenance services for East County medians in the unincorporated area of Hacienda to include the areas of Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 4 to Contract No. 76403 with Azteca Landscape for landscape and grounds maintenance services to expand the service area commencing on December 4, 2010, at an additional annual amount of \$18,068 to increase the annual amount from \$144,567 to \$162,635 for the contract year commencing on December 4, 2010, and for the remaining subsequent one year for a potential contract maximum sum of \$590,732, and a maximum contract term of five years.
4. Authorize the Director of Public Works or her designee to increase the annual contract amount up to an additional 10 percent of the contract annual sum for unforeseen, additional work within the

scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to expand the area for landscape and grounds maintenance services for East County medians in the unincorporated area of Hacienda Heights to include newly constructed landscaped medians in the areas on Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works (Public Works) in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The requested increased annual contract amount of \$18,068 will increase the annual amount from \$144,567 to \$162,635 for the contract year commencing on December 4, 2010, and for the subsequent year plus 10 percent contingency for unforeseen, additional work within the scope of work of the contract, if required. Public Works successfully negotiated with the contractor to reduce their price by 10 percent to service the additional areas, reducing the annual cost of the expanded areas from \$20,075 to \$18,068.

Funding for the amended services is available in the Fourth Supervisorial District's Road Construction Program in the Fiscal Year 2010-11 Road Fund Budget. Funding for the contract's remaining year and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 4, 2007, Agenda Item 37, your Board approved Contract No. 76403 for landscape and median maintenance services, for an initial one-year period with two 1 year renewal options, for a total contract period of three years at an annual contract amount of \$71,795, commencing on December 4, 2007, with Azteca Landscape, located in Ontario, California.

On June 2, 2009, during the contract's first option year, this contract was amended to expand the level of service to include the area of Amar Road medians between Aileron Avenue and Brentwood Drive. Under Amendment 1, the annual contract amount increased from \$71,795 to \$88,218, prorated for the amended contract year, with the subsequent second year's annual amount of

\$104,280.

On May 18, 2010, Agenda Item 35, your Board approved a 10 percent unit cost reduction with a two-year extension with this contractor. The cost reduction was retroactive to October 1, 2009, pursuant to the Chief Executive Office recommendation of February 1, 2010. Amendment 2 to this contract was executed on July 14, 2010, reducing the annual contract amount from \$104,280 to \$93,852, retroactive to October 1, 2009, and the contract was extended for a period of two years through and including December 3, 2012. The contract is currently in its second option year of the original agreement with additional two contract years remaining from Amendment 2.

On August 17, 2010, Agenda Item 30, during the contract's second option year, this contract was amended to expand the level of service to include the areas on Stimson Avenue Parkway from Shadybend Drive to Halliburton Road; and Pomona Freeway Interchange medians at Azusa Avenue, Fullerton Road, and Nogales Street; and Colima Road medians from Fullerton Road to Nogales Street. Under Amendment 3, the annual amount increased from \$93,852 to \$105,449 for the contract year ending on December 3, 2010, with the subsequent two contract years' annual amount increased to \$144,567. The contract is in its third contract year.

Under Amendment 4, this contract will expand the service area to include newly constructed landscaped medians in the areas on Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive commencing on December 4, 2010. The annual amount will increase from \$144,567 to \$162,635 for the contract year commencing on December 4, 2010, and for the subsequent final contract year, with a potential contract maximum sum of \$590,732, and a maximum contract term of five years.

Amendment 4, which is substantially similar in the enclosed form (Enclosure), will continue the contract's current terms, specifications, and conditions. Prior to the Director of Public Works or her designee executing this amendment, the contractor will sign and County Counsel will review it as to form.

The contractor will continue to pay its full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and confirms that it will comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board on March 15, 2007, and confirmed that it continues to comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the amended services can be performed more economically by the private sector.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed work is categorically exempt from the California Environmental Quality Act (CEQA). The work is within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will continue the current contracted services and expand the service area.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office  
Office of Affirmative Action Compliance (w/o  
enc.)

AMENDMENT 4 TO CONTRACT NO. 76403

EAST COUNTY MEDIANS - LANDSCAPE AND MEDIAN MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and AZTECA LANDSCAPE, a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76403 was entered into between the COUNTY and the CONTRACTOR, on December 4, 2007, to provide landscape and grounds maintenance services for a period of one year with two 1-year renewal options commencing on December 4, 2007; and

WHEREAS, contracts awarded under this authority are subject to the provisions of the Los Angeles County Code, Sections 2.201.010 through 2.201.100 (Living Wage Program); and

WHEREAS, starting June 2, 2009, the COUNTY and CONTRACTOR entered into Amendment 1 to expand the service area to include the areas at Amar Road medians between Aileron Avenue and Brentwood Drive; and

WHEREAS, the COUNTY, in accordance with the motion passed by the Board of Supervisors on June 16, 2009, entered into Amendment 2 with the CONTRACTOR on May 18, 2010, to accept a 10 percent reduction in the Contract's Maximum Contract Sum in exchange for a two-year Contract term extension; and

WHEREAS, the COUNTY and CONTRACTOR entered into Amendment 3 to expand the service area, starting August 17, 2010, to include the areas at Stimson Avenue Parkway from Shadybend Drive to Halliburton Road; Pomona Freeway Interchange medians at Azusa Avenue; and starting December 4, 2010, to include the area at Colima Road medians from Fullerton Road to Nogales Street; and

WHEREAS, the COUNTY desires to extend the service area to include two areas on Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive, commencing on December 4, 2010.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76403 between them shall be amended as follows:

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//  
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FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall perform landscape and grounds maintenance services for the following two additional extended service areas as reflected in Attachment A, commencing on December 4, 2010:

Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive.

SECOND: This Contract's annual sum for the remaining contract years, commencing on December 4, 2010, will increase by \$18,068 (\$1,505.67 per month) for the additional service areas, from \$144,567 to \$162,635, or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the amended services to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in Form PW-2.1 for Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive as reflected in Attachment B. Furthermore, CONTRACTOR has agreed to provide an additional 10 percent cost reduction to each unit rate indicated in the Schedule of Prices (PW-2.1) for the expanded service areas.

FOURTH: This Contract's LW-8 is revised to add LW-8.1 for Hacienda Boulevard from Shadybend Drive to Newton Street and from Richview Drive to Glenmark Drive (Cost Methodology), as reflected in Attachment C for the extended service areas.

FIFTH: The following provision is incorporated into the Contract as Part II, Exhibit B, Section 12, Compliance with County's Defaulted Property Tax Reduction Program:

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Section 2.206 of the Los Angeles County Code (Attachment D).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code, Chapter 2.206.

SIXTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

AZTECA LANDSCAPE

By \_\_\_\_\_  
Its President

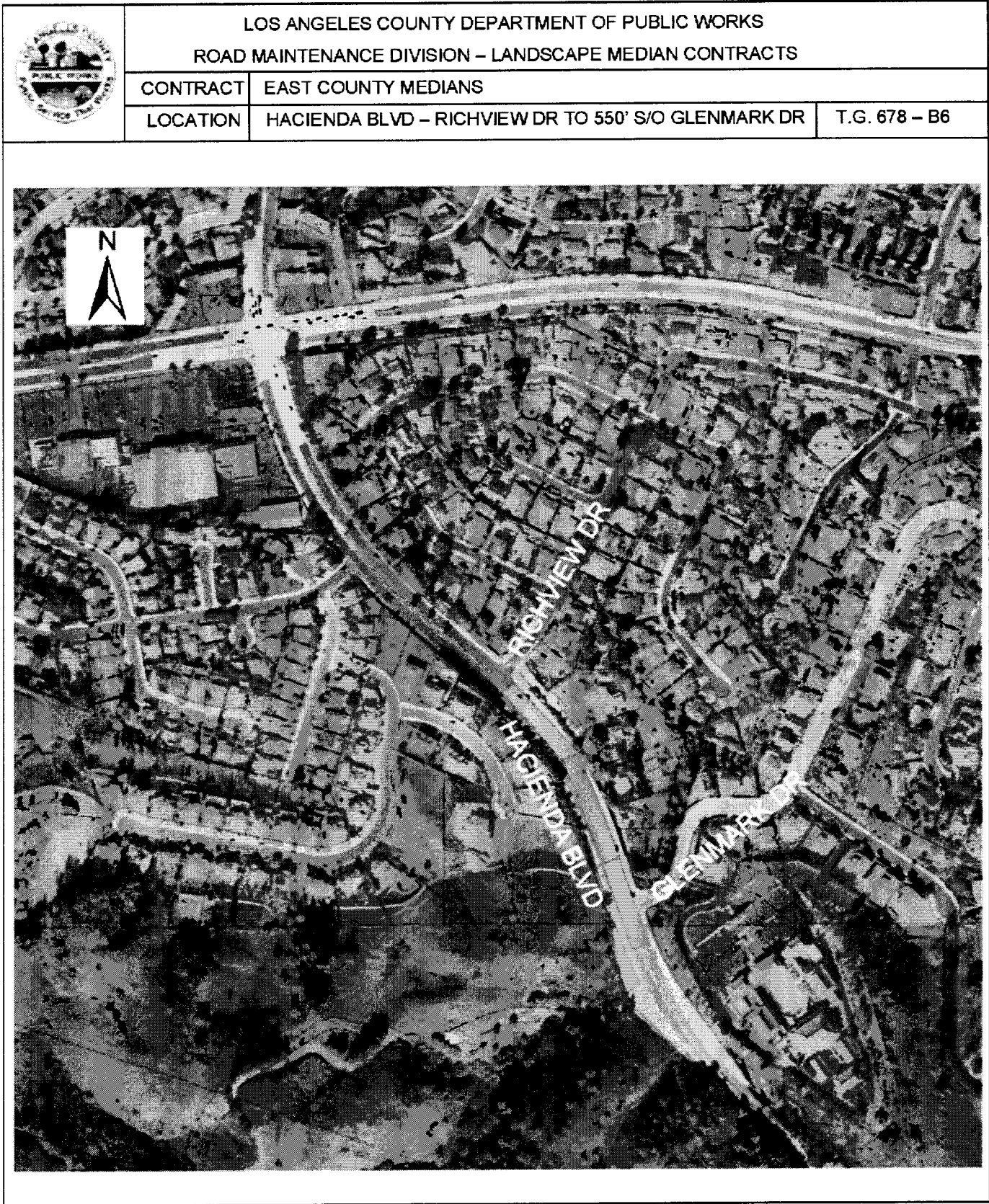
\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name







FORM PW-2

SCHEDULE OF PRICES

FOR

EAST COUNTY MEDIANS – LANDSCAPE AND MEDIAN MAINTENANCE SERVICES

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

**HACIENDA BOULEVARD MEDIANS FROM SHADYBEND DRIVE TO NEWTON STREET AND  
RICHVIEW DRIVE TO GLENMARK DRIVE**

ITEM	DESCRIPTION	MINIMUM QUANTITY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
<b>(PROPOSED HOURS PER FREQUENCY) x (FREQUENCY) x (COST PER HOUR) = ANNUAL COST</b>						
1.	Mowing					
	a. General Turf Areas	N/A	N/A	N/A	\$ N/A	\$ N/A
	b. Specialized Areas	N/A	N/A	N/A	\$ N/A	\$ N/A
2.	Site Inspection and Reporting Per Requirements		1	52	\$25.00	\$1,300.00
3.	Management/ Supervision		1	52	\$25.00	\$1,300.00
4.	Mechanical Edging					
	a. Turf Areas	N/A	N/A	N/A	\$ N/A	\$ N/A
	b. Groundcover	N/A	N/A	N/A	\$ N/A	\$ N/A
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape		10	26	\$25.00	\$6,500.00

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
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	b. Bare Areas		<u>1</u>	<u>12</u>	<u>\$25.00</u>	<u>\$300.00</u>
	c. Undeveloped Areas		<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
6.	Litter Control					
	a. Developed Areas		<u>1.5</u>	<u>52</u>	<u>\$25.00</u>	<u>\$1,950.00</u>
	b. Undeveloped Areas		<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
7.	Raking					
	a. Turf Under Trees		<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
	b. Planter Beds and Planters		<u>1</u>	<u>26</u>	<u>\$25.00</u>	<u>\$650.00</u>
8.	Clearance Pruning /Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning		<u>1</u>	<u>6</u>	<u>\$25.00</u>	<u>\$150.00</u>
	b. Shrub Safety Clearance/ Shrub Pruning		<u>1</u>	<u>2</u>	<u>\$25.00</u>	<u>\$50.00</u>
	c. Hedge Shaping and Trimming		<u>18</u>	<u>2</u>	<u>\$25.00</u>	<u>\$900.00</u>
	d. Groundcover Thinning/Turf Reseeding		<u>10</u>	<u>1</u>	<u>\$25.00</u>	<u>\$250.00</u>
9.	Sweeping -- Hard Surfaces, Walks, and Steps		<u>1.5</u>	<u>12</u>	<u>\$25.00</u>	<u>\$450.00</u>
10.	Aerification		<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
11.	Rodent Control		<u>As Needed</u>	<u>As Needed</u>	<u>\$100.00</u>	<u>As Needed</u>
12.	Plant Fertilization		<u>As Needed</u>	<u>As Needed</u>	<u>\$ 225.00</u>	<u>\$ As Needed</u>



ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
<b>(PROPOSED HOURS PER FREQUENCY) x (FREQUENCY) x (COST PER HOUR) = ANNUAL COST</b>						
13.	Replenish Mulch		<u>20</u>	<u>2</u>	<u>\$25.00</u>	<u>\$1,000.00</u>
14.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter, Expansion Joints, Roadways, Stream Beds – with systematic herbicides		<u>3</u>	<u>6</u>	<u>\$25.00</u>	<u>\$450.00</u>
15.	Maintenance Description – Automatic					
	***Note: All irrigation replacement parts shall be as per original installation or approved equal by the County of Los Angeles					
	a. Valve Box Integrity – replace covers, check for safety & security	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$25.00</u>	<u>\$1,300.00</u>
	b. Inspect, Operate, Control, and Make					

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
<b>(PROPOSED HOURS PER FREQUENCY) x (FREQUENCY) x (COST PER HOUR) = ANNUAL COST</b>						
	Adjustments of all irrigations. Contractor not responsible for replacement of backflow & irrigation timers	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$25.00</u>	<u>\$1,300.00</u>
	c. Inspect salt build-up and inject solutions for cleaning	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$100.00</u>	<u>\$As Needed</u>
	d. Repair, replace, relocate sprinkler heads, valves and drip emitters (including labor and material)	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$50.00</u>	<u>\$As Needed</u>
	e. Inspect excessively wet & dry areas	<u>1</u>	<u>1</u>	<u>52</u>	<u>\$25.00</u>	<u>\$1,300.00</u>
	f. Flush & inspect Y-filter at each RCV	<u>1</u>	<u>1</u>	<u>6</u>	<u>\$25.00</u>	<u>\$150.00</u>
	g. Flush & inspect Y-filter at backflow	<u>1</u>	<u>1</u>	<u>1</u>	<u>\$25.00</u>	<u>\$25.00</u>
	h. Reset rain sensor on controller	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$100.00</u>	<u>\$As Needed</u>
	i. Flush each irrigation system (6 and every time any work is done on the irrigation					

ATTACHMENT B  
PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
<b>(PROPOSED HOURS PER FREQUENCY) x (FREQUENCY) x (COST PER HOUR) = ANNUAL COST</b>						
	system)	<u>1</u>	<u>5</u>	<u>6</u>	<u>\$25.00</u>	<u>\$750.00</u>
J.	Manual watering of shrubs, ground covers and trees	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	<u>\$250.00</u>	<u>\$As Needed</u>
<b>ANNUAL SUBTOTAL - RANCIENDA BOULEVARD MEDIANS FROM SHADYBEND DRIVE TO NEWTON STREET AND RICHVIEW DRIVE TO GLENMARK DRIVE.</b>					<b>\$ <u>20,075.00</u></b>	

**TOTAL COST SUMMARY**

REFERENCE PAGE	AREA	ANNUAL SUBTOTAL
	HACIENDA BOULEVARD MEDIANS FROM SHADYBEND DRIVE TO NEWTON STREET AND RICHVIEW DRIVE TO GLENMARK DRIVE.	\$ 20,075.00
<b>Total Proposed Annual Price</b>		<b>\$ 20,075.00</b>

Legal Name Of Proposer <b>Azteca Landscape</b>		
Signature Of Person Authorized To Submit Proposal <i>Nick Talaris</i>		
Title Of Authorized Person <b>President</b>		
Date <b>9/16/2010</b>	State Contractor's License Number <b>417003</b>	License Type <b>C-27</b>
Proposer's Address: <b>1027 E Acacia St Ontario CA 91761</b>		
Phone <b>909 673 0889</b>	Facsimile <b>909 673 9192</b>	E-Mail <b>nick@aztecalandscape.com</b>

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Azteca Landscape agrees to extend the 10 percent cost reductions to each of the above unit prices  
(cost per hour) effective upon board approval



Signature Quora Tinas Date 10-22-10

**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or

is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)